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ABSTRACT

Presented in this document is the agreement between the District 9 Area Board of Vocational, Technical and Adult Education and the American Federation of Teachers for the period from January 1, 1972 through June 30, 1973. Contained in the articles of the agreement are sections covering hours and working conditions, grievance procedures, salaries and professional growth, insurance, pension, leaves of absence, teacher evaluation, academic freedom, publication rights, safety and health, union activities, and the school calendar. The appendices include the salary classifications and determinations. (PG)

ED 087336

AGREEMENT

between the

District 9 Area Board

of

Vocational, Technical and Adult Education

and the

American Federation of Teachers

Local 212, WFT, AFL-CIO

January 1, 1972 - June 30, 1973

U.S. DEPARTMENT OF HEALTH
EDUCATION & WELFARE
NATIONAL INSTITUTE OF
EDUCATION

TABLE OF CONTENTS

	Page
Preamble	1
Article I - Recognition	1
Section 1 - Inclusions and Exclusions	1
Section 2 - Prepared Documents	1
Section 3 - District Meetings	2
Section 4 - Faculty Committees	2
Section 5 - Divisional Meetings	2
Section 6 - Board Meetings	2
Section 7 - Copies of Agreement	3
Article II - Board Responsibility	3
Article III - Hours and Working Conditions	3
Section 1 - Teaching Period	3
Section 2 - Work Day	3
Section 3 - Work Week	3
Section 4 - Summer School	4
Section 5 - Assigned Overtime	4
Section 6 - Part-time Teaching Appointments	5
Section 7 - Teaching Duties and Assignments	5
Section 8 - Teaching Load, Limitations, and Special Assignment	6
Section 9 - Lounge Facilities	9
Section 10 - Fair Dismissal Policy	9
Section 11 - Transfer and Termination	10
Section 12 - Vacancy Procedure	11
Section 13 - Teacher Offices	12
Section 14 - Lunch Period	12
Section 15 - New Teacher Orientation	12
Section 16 - School Calendar	12
Section 17 - Substitute Teaching	13
Section 18 - Seniority	14
Section 19 - Educational Changes and Innovations	14
Article IV - Grievance Procedure	15
Section 1 - Definitions	15
Section 2 - Rights	15

Table of Contents (Continued)

	Page
Section 3 - Limitations	15
Section 4 - Steps	16
Article V - Salaries and Professional Growth	18
Section 1 - Salary Schedule	18
Section 2 - Salary Determination	19
Section 3 - Certification and Professional Growth	19
Section 4 - Salary Reclassification	19
Article VI - Insurance	19
Section 1 - Health	19
Section 2 - Life	20
Article VII - Pension	21
Article VIII - Leaves of Absence	21
Section 1 - Sick Leave	21
Section 2 - Sabbatical Leave	22
Section 3 - Maternity Leave	23
Section 4 - Military Leave	24
Section 5 - Duty-Incurred Disability Leave	25
Section 6 - Professional Leave	26
Section 7 - Called Conferences	26
Section 8 - Union Leave	27
Section 9 - Other Leaves Without Pay	27
Section 10 - Return After Leave	28
Article IX - Teacher Files and Evaluation	28
Section 1 - Teacher Files	28
Section 2 - Teacher Evaluation	29
Article X - Academic Freedom	30
Section 1 - Within MATC	30
Section 2 - Outside of MATC	30
Article XI - Publication Rights, Inventions, and Patents	30
Section 1 - Board Rights	30
Section 2 - Teacher Rights	31

Table of Contents (Continued)

	Page
Article XII - Fair Practices	31
Article XIII - Safety and Health	31
Article XIV - Union Activities	32
Section 1 - Bulletin Boards	32
Section 2 - Collective Bargaining Committees	32
Section 3 - Meetings	32
Section 4 - Mailboxes	32
Section 5 - Dues Check-off	32
Article XV - Fair Share Agreement	33
Section 1 - Membership	33
Section 2 - Representation and Fair Share	33
Section 3 - Fair Share Deduction	33
Section 4 - Referendum	33
Article XVI - Saving Clause	34
Article XVII - Termination and Modification Procedures	34
Section 1 - Notification	34
Section 2 - Negotiations	34
Section 3 - Amendments	34
Article XVIII - Term	35
Appendix A - 1972 Calendar	36
Appendix A-1 - 1972-73 190 Day Calendar	37
Appendix B - Teachers' Salary Schedule — Class and Step Rates for 1972	38
Appendix B-1 - Teachers' Salary Schedule — Class and Step Rates for January 1, 1973, through June 30, 1973	39
Appendix C - Salary Classifications	40
Appendix D - Salary Determination	41
Appendix E - WBE Modifications	42
Appendix F - HSCS Modifications	44
Appendix G - MDTA Modifications	46

AGREEMENT FOR THE PERIOD JANUARY 1, 1972, to JUNE 30, 1973

PREAMBLE

Our mutual intent is to work together to achieve our common aims of educational excellence. To this end this Agreement is made and entered into by and between the District 9 Area Board of Vocational, Technical and Adult Education (hereinafter referred to as the "Board") and the American Federation of Teachers, Local 212, WFT, AFL-CIO (hereinafter referred to as the "Union").

Article I — Recognition

Section 1. **Inclusions and Exclusions**

a) The Board recognizes the Union as the exclusive bargaining representative of all regular teaching personnel teaching at least fifty percent (50%) of a full teaching schedule; excluding teaching personnel teaching less than fifty percent (50%) of a full teaching schedule, supervisory personnel such as Assistant Deans, Associate Deans, Deans, Assistant Directors, and all other executive or administrative personnel. (Reference: Certification by the Wisconsin Employment Relations Board Case I No. 8584 ME-58 Decision No. 6343, and as hereinafter this may be amended.)

b) Modifications to specific provisions of this Agreement are footnoted and referred to in the appendices where applicable.

Section 2. **Prepared Documents**

The Board shall make available to the Union upon its written request any prepared documents, reports, statistics, records, or other such information as required by statute concerning the school and its activities which the Union may deem to be relevant to negotiations, or necessary for

the proper enforcement of the terms of this Agreement.

Section 3. **District Meetings**

The District Director and not more than two (2) additional administrative representatives shall meet regularly with the president of the Union and not more than two (2) additional Union representatives, by mutual agreement as to time and place, to discuss matters of educational policy and development but not to discuss grievances or to negotiate proposed changes in this Agreement.

Section 4. **Faculty Committees**

It is agreed that on any committee of the faculty, existing or newly created, the District Director and the Union shall each appoint one-half (1/2) of the members. In the case of existing committees, new appointments shall be made as vacancies occur.

Section 5. **Divisional Meetings**

Each Dean (at the Comprehensive Campus) or Campus Director (at other Campus Centers), and not more than two (2) additional representatives shall meet once each month, or otherwise as mutually agreed upon, with not more than three (3) Union representatives of his division designated by the president of the Union to discuss divisional policy and operations and other matters of mutual concern but not to discuss grievances or negotiate proposed changes in this Agreement.

Section 6. **Board Meetings**

There shall be distributed to the Union three (3) copies of the Board agenda prior to each meeting of the Board and three (3) copies of the printed minutes of each meeting of the Board, these latter to be distributed when received from the printer.

Section 7. **Copies of Agreement**

Eight hundred (800) copies of this Agreement and supplements thereto shall be printed in booklet form with Union label at Board expense and turned over to the Union for distribution to each teacher represented by the Union.

Article II — Board Responsibility

The Union recognizes the responsibility of the Board to administer the school so as to promote effective and efficient education in accordance with the laws and Constitution of the United States and the State of Wisconsin and the rulings of the Federal and State regulatory agencies.

Article III—Hours and Working Conditions

Section 1. **Teaching Period**

The length of the teaching period shall be fifty-five (55) minutes including five (5) minutes between periods for passing.

Section 2. **Work Day**(1)

The teacher's regular "on campus" work day shall not span more than seven and one-half (7 1/2) continuous hours, ending no later than 4:15 p.m. This provision shall not apply to teachers on full-time special assignment, or teachers in special programs for whom its application would be impractical. Teachers can be permitted off-campus preparation time with the prior approval of the appropriate supervisor.

Section 3. **Work Week**(2)

The teacher's regular work week shall be Monday through Friday.

(1) Not applicable to ABE and MDTA (See Appendices E and G).

(2) Not applicable to ABE and MDTA (See Appendices E and G).

Section 4. **Summer School**(3) (4)

a) Teaching positions in the summer session shall be filled by teachers on the regularly employed staff of the preceding year, if such qualified teachers are available and consent. Otherwise, such positions shall be filled at the discretion of the administration.

b) In the selection of qualified day school teachers for summer school, teaching positions shall be offered first to qualified tenure teachers if they are available. They shall be selected using as equitable a method of rotation as possible.

c) In scheduling summer sessions, every effort will be made to establish either a full-time or part-time load in either the six or eight-week session for each teacher employed in the summer session. A teacher who must have a 106% load will receive 106% of his per diem rate for the preceding semester.

d) A teacher's daily reimbursement for a summer assignment shall be 1/190th of his class and step salary rate and shall be prorated in case of an underload.

e) Summer school teachers shall have one and one-half ($1\frac{1}{2}$) additional days of sick leave added to their sick leave allowance for a six-week session, and two (2) days for an eight-week session.

Section 5. **Assigned Overtime**(5)

a) Additional assigned work of a professional nature which occurs during recess periods or holidays shall be paid for on a straight time basis. Such assignments may include but are not limited to teaching, research, curriculum studies, and writing of new courses.

(3) Not applicable to ABE and MDTA (See Appendices E and G).
(4) See Appendix F for HSCS clarification.
(5) Not applicable to ABE and MDTA (See Appendices E and G).

b) Additional assigned work of a professional nature above a full-time teaching load, which occurs beyond the regular work week, shall be paid for on a time-and-one-half basis. Such overtime pay will be authorized only when approved in writing by the Campus Director prior to the work assignment.

c) Overtime assignments shall be voluntary on the part of the teacher.

d) Teachers within the bargaining unit shall have preferential consideration in the above overtime assignments.

e) Exceptions to the time-and-one-half rate of payment shall be:

(1) Appointments to summer school.
(2) Substitution within the teacher's regular school day in the regular school year.
(3) Special contracts for services outside the regular school year.
(4) Driver Education.

Section 6. **Part-time Teaching Appointments**

Whenever there is a regular, full-time teaching position vacant it shall be filled by a qualified, full-time teacher if such is available. Part-time appointments are intended to meet special conditions such as a lecturer for cosmetology who regularly comes for one (1) hour only each week or a teacher filling in for a teacher on prolonged sick leave absence. Such teachers are paid on a per diem basis. This shall be indicated in the letter of appointment.

Section 7. **Teaching Duties and Assignments**

a) A teacher shall not be required to perform production work which is not part of the student instructional program, as part of his teaching assignment.

b) Teachers shall not be assigned non-

professional duties such as cafeteria, assembly, commencement, apprentice banquet, and non-counseling registration duties.

c) Teachers may express, in writing, preferences in teaching assignments. Such requests shall be submitted at least two (2) months prior to the published date on which tentative teaching schedules are due. A teacher may discuss his teaching schedule with his immediate supervisor prior to scheduling.

d) The appropriate supervisor shall consult, upon request, with the teacher prior to scheduling courses and hours. A teacher shall be notified of his tentative program not less than thirty (30) days before the end of the preceding semester, and such notification shall include the percentage of teaching load assigned.

e) In assigning teaching duties, the appropriate supervisor will give first consideration to the primary or secondary professional competence of the teacher and to his experience in other fields as a teacher. Exceptions to this provision may be made for the welfare of the teacher or of the students or for emergency reasons.

Section 8. **Teaching Load, Limitations, and Special Assignment**[6]

a) The teacher's weekly class load shall be based upon the following formula:

Type of Class	Total 55-Minute Teaching Periods Per Week
(1) **Academic Lecture Including Lecture-Demonstration and Recitation** (Associate Degree Courses)	15
(a) English Composition classes are limited to an initial enrollment of twenty-five (25). Efforts shall be made to equalize enrollment.	
(b) No more than three (3) English Composition classes shall be assigned to a teacher in any given semester.	
(c) The appointed chairman's load shall be reduced and shall be determined as equitably as possible, considering the size of the department.	
(2) **Academic - Combination of Individual and Group Instruction** (High School Contract Services, Apprentice, Adult High School, and Adult-Vocational Courses)	20
(3) **Laboratory or Quiz** (Associate Degree Courses)	24
(4) **Shop** (High School Contract Services, Apprentice, Adult High School, and Adult-Vocational Courses)	24

b) **Limitations**

(1) **Full Teaching Load**

Class loads which fall between 97 and 103% shall be construed as 100%. Underloads and overloads above or below this range shall be computed from 100%. If an overload cannot be avoided, a compensatory time adjustment shall be made during the succeeding school year. If this time adjustment cannot be made, the teacher shall be paid cash compensation for the overload of the previous year at one and one-half (1½) times the teacher's regular salary rate; e.g., six percent (6%) overload equals nine percent (9%) additional compensation.

If an underload cannot be avoided, the teacher shall be given a special assignment, or may be given an overload the

(6) See Appendix G (Article III, Sec. 3) for MDTA.

succeeding year. Such overloads shall not exceed fifteen percent (15%).

(2) **Size of Classes**

(a) In classes in which the enrollment is more than sixty (60), the instructor shall be given one and one-half (1½) hours' credit on his full teaching schedule for each contact period with such classes.

(b) Such large classes shall be limited to eighty (80) students.

(c) Maximum class size shall be determined on the basis of the average attendance during the first four (4) weeks of each semester and shall be maintained thereafter for the remainder of that semester.

(d) Shops, labs, and quizzes are limited to the number of stations available in a given lab or shop but the number of students shall normally not exceed twenty (20). If there is an enrollment of over twenty (20) and an average attendance taken over the full semester of over twenty (20), the percentage of teaching load for each such shop, lab, and quiz shall be recalculated and compensated for as outlined in Section 8. b) (1) above. The formula for this calculation is:

The average daily class attendance for the semester, in excess of twenty (20), divided by twenty (20), times the percent of load for that class, plus the percent of load for that class, equals the recalculated load.

(e) Every effort shall be made to equalize classes by the end of the fourth (4th) week of instruction.

(f) The above (a-e) shall not be applicable to classes in the various fields of health occupations.

(3) **Course Limitations**

(a) The administration shall make an effort to limit the number of separate course preparations to three (3) in any given semester. (Not applicable to individual instruction.)

(b) The administration may combine courses only if they are classified within a single division of instruction. Such combinations shall be limited to no more than three (3) courses. (Not applicable to individual instruction.)

(c) When substantial differences of opinion exist, requests for reclassification of courses and procedures shall be considered within each instructional division, and such changes may be made within the terms of this contract with the approval of the Campus Director. Changes so approved shall be effective at the beginning of the following semester.

c) **Special Assignment**

Teachers on full-time special assignment shall work thirty-five (35) hours per week.

Section 9. **Lounge Facilities**

a) Wherever possible lounges shall be maintained for employees at each campus center. Further, wherever possible in supplementary buildings, separate men's and women's restrooms and rest facilities shall be provided.

Section 10. **Fair Dismissal Policy**(7)

a) A teacher hired by the Board who has no previous experience shall serve a three

(7) Not applicable to ABE, HSCS, and MDTA (See Appendices F, F, and G).

(3) year probationary period. During this period the teacher will be given guidance, assistance, and recommendations for improvement by his immediate supervisor.

b) A teacher hired by the Board who has had three (3) or more years of satisfactory experience in a similar institution shall serve a two (2) year probationary period.

c) A non-tenure teacher who is being terminated shall have the right to appeal for a hearing before the Campus Director with or without representation.

d) A tenure teacher shall not be dismissed, suspended, discharged, or denied reappointment except for just cause. Such actions against any teacher shall follow these specific procedures:

(1) The teacher shall be notified in writing stating cause for such action, with a copy to the Union.

(2) The teacher shall be entitled to a hearing, with Union representation, before the Board within thirty (30) days of receipt of the notification.

(3) If the teacher or the Union is not satisfied that fair and equitable procedures have been followed or feels that the decision was not entirely an impartial judgment, the teacher or the Union shall have the right to appeal the decision to arbitration in accordance with the final step of the grievance procedure as prescribed in this Agreement.

Section 11. Transfer and Termination(8)

a) Requests for transfer shall be submitted in writing to the Campus Director and shall show preference of campus, division, department, and subject.

b) A teacher already employed at MATC shall be given consideration when vacancies

(8) Not applicable to ABE and MDTA (See Appendices E and G)

occur provided his training and experience meet the necessary qualifications.

c) If a teacher does not receive the position requested, he shall be notified, in writing, of the reasons.

d) Transfers or terminations made because of decreased teacher load due to decreased student enrollment or other similar causes shall be based on seniority; i.e., the teacher with the least seniority within the department which is being changed shall be transferred first unless a teacher with higher seniority requests the transfer. The teacher and Union shall receive notification as soon as possible regarding such transfers or terminations.(9)

e) Teachers transferred or terminated involuntarily in accordance with (d) above shall have the right to return to their original campus division or department as positions occur in the reverse order in which they were transferred or terminated.(10)

Section 12. Vacancy Procedure

a) The Union shall be advised of anticipated vacancies below the Associate Dean level.

b) Vacancies in non-teaching positions and newly created positions will be publicized by posting a notice at each campus as soon as such vacancies are known.

c) The notice shall clearly set forth the duties and qualifications and the terminal date for filing applications.

d) Each qualified applicant shall be accorded a personal interview with the recommending agent.

e) After the selection has been made, applicants shall be advised in writing as to who has been selected.

(9) Not applicable to HSCS (See Appendix F).
(10) Not applicable to HSCS (See Appendix F).

Section 13. Teacher Offices

a) The administration shall assign desk space and reasonable locker space to each teacher as soon as possible after appointment.

b) For the safety and convenience of the teaching personnel an intercom phone shall be provided in each office complex. Further, an intercom phone shall be reasonably available to all classrooms, laboratories, and shops where student discipline, or safety of the students and teachers are factors.

Section 14. Lunch Period(11)

All full-time teachers shall be granted a one (1) hour, duty-free lunch period daily.

Exceptions are:

a) Occasional luncheon meetings of advisory committees or meetings with employers.

b) Thirty (30) minute duty-free lunch breaks may be scheduled by the supervisor where it meets the needs of a special program or outside agency.

Section 15. New Teacher Orientation

a) An orientation program for new teachers shall be maintained by the administration to familiarize them with their duties and responsibilities and to acquaint them with school regulations, buildings, equipment, and services.

b) New teachers shall be provided the equivalent of one (1) day of orientation during the first semester of the regular school year.(12)

Section 16. School Calendar(13) (14)

The school calendars for 1972 and for

(11) Not applicable to ABE and MDTA (See Appendices E and G).
(12) Not applicable to ABE and MDTA.
(13) Not applicable to ABE and MDTA (See Appendices E and G).
(14) See Appendix F for HSCS addition.

1972-73 are found in Appendices A and A-1. In the school year there will be 190 school days which shall include 175 student contact days, seven (7) paid holidays, and eight (8) non-student-contact days.

Section 17. Substitute Teaching(15)

a) Substitution shall be defined as the act of taking over the duties or responsibilities of another teacher.

b) Teachers on professional assignment may be used as substitutes and shall receive compensation for same at the rate agreed upon herein.

c) Teachers on special assignment may be required to substitute in lieu of fulfilling the special assignment. In such cases, no extra compensation shall be given; however, one (1) hour of substitution shall be equivalent to and deducted from the special assignment load in accordance with the class load percentage assigned to the class being taught.

d) A teacher shall not be asked to "look in on" or otherwise supervise a class in another room, shop, or lab when he is already teaching in his own assigned room except in a temporary emergency.

e) Stacking or "absorbing" of one (1) class into another shall not be done except in extreme cases of emergency when no other solution is possible, and shall be subject to the following:

(1) When stacking is done, every effort must be made to match the type of students and classes as well as the level of the classes.

(2) Stacking of classes is substitution and shall be compensated for at the rate agreed upon herein.

(3) Scheduling more than one (1) class in

(15) Not applicable to ABE and MDTA (See Appendices E and G).

the same room at the same hour is not considered stacking when this is normally done on the basis of individual instruction.

f) Substitution shall be compensated for at the rate of $5.25 per class period of substitute teaching service.

g) Assignment to substitute teaching shall be considered a professional responsibility and will be accepted by the teacher unless it interferes with his regular class responsibility.

Section 18. **Seniority**(16)

a) Seniority at MATC shall be determined by date of appointment. Whenever two (2) or more persons are appointed on the same date an impartial drawing shall be conducted by the parties to this Agreement.

b) Seniority in a department shall accrue from the date of assignment or transfer to that department.

c) Separate seniority lists for full-time and part-time teachers, showing district and campus seniority, shall be provided the Union by the Office of Employee Relations no later than September 1.

Section 19. **Educational Changes and Innovations**

a) Suggested changes or innovations for more effective classroom instruction may be proposed by the teachers to their immediate supervisor with a copy to the Campus Director.

b) Major educational changes or innovations shall be discussed by the appropriate supervisors, departments, and teachers before implementation.

c) When major educational changes or innovations are to be introduced, plans for

(16) Not applicable to ABE, HSCS, and MDTA (See Appendices E, F, and G).

accomplishing the change shall be developed by the appropriate supervisors and teachers, taking into consideration such elements as staff, facilities, equipment, supplies, services, etc.

d) The parties anticipate that experimental and innovative programs will require deviations from certain provisions of the current Agreement. In the event that such programs are contemplated the parties shall negotiate in good faith to determine appropriate exceptions to this Agreement.

Article IV — Grievance Procedure

Section 1. **Definitions**

a) A grievance shall be any matter which involves a claimed violation or change of policy or practice established by the Board, or a claimed violation of a commitment or other legal responsibility of the Board.

b) A complaint is a personal dissatisfaction of an employee with any aspect of his employment which does not involve a grievance as defined above.

Section 2. **Rights**

a) Both parties, including their members and agents, have the right to make use of this procedure.

b) Either party shall have the right to be represented by counsel or such additional persons as are deemed necessary at any step of this procedure.

c) The Union shall have the right to be present at any step of this procedure when an individual chooses to process a grievance on his own behalf. The Union shall receive prior notice of all such hearings.

Section 3. **Limitations**

a) The grievance or complaint procedure provided in this Agreement shall not prohibit the parties from using any procedures or remedies afforded by law.

b) If the grievance is not processed within forty-three (43) school days from the date that the teacher knew or should have known of the existence of the grievance, it shall be considered closed.

c) Any time limit in the procedure may be extended by mutual consent in writing. If the grievance is not pressed by the Union or the teacher within the prescribed time limits it shall be considered closed.

d) No decision or adjustment of a grievance shall be contrary to this Agreement.

e) Failure of the employer to communicate the decision on a grievance at any step of the procedure within the specified time limit shall permit the Union to submit an appeal at the next step of the procedure.

f) Whenever it is necessary to hold hearings on a grievance during the school day, the persons, limited to three (3), whose presence is deemed necessary by the Union to properly process the grievance shall be allowed time without loss of salary. Additional persons required in these hearings may be permitted by mutual agreement.

g) The final step for resolving a complaint will be Step 3 (an appeal before the Campus Director). The decision by the Campus Director shall be final.

Section 4. Steps

Step 1. (Verbal)

The teacher may discuss his grievance with his immediate supervisor directly and individually or accompanied by his Union representative.

a. The immediate supervisor shall inform the teacher of his decision within two (2) school days after such discussion.

b. A teacher may waive this step and proceed to Step 2 in the procedure if he so desires.

Step 2. (Written)

If the grievance is not resolved satisfactorily, the teacher may submit the grievance, in writing, to his immediate supervisor within three (3) school days after receipt of the verbal decision.

a. The immediate supervisor shall hear the grievance with the teacher and his representative within three (3) school days after the receipt of the grievance in writing.

b. Within three (3) school days after the hearing, the immediate supervisor shall inform the teacher and union, in writing, of his decision.

Step 3. (Appeal)

If the grievance is not resolved satisfactorily, the teacher or the Union may appeal within five (5) school days to the Campus Director.

a. Within five (5) school days after the receipt of the appeal the Campus Director shall hold a hearing on the grievance.

b. The teacher and the Union shall be given notice at least two (2) school days prior to the hearing.

c. Within five (5) school days after the hearing, the Campus Director shall inform the teacher and the Union in writing of his decision.

Step 4. (Arbitration)

If the grievance is not resolved satisfactorily, either party may appeal within ten (10) school days for arbitration. The provisions covering arbitration are as follows:

a. In the selection of an arbitrator, the parties shall meet in an effort to reach mutual agreement. If no agreement is reached within two (2) weeks after the initial request for arbitration, then the arbitrator shall be selected as follows:

The parties shall request a list of five (5) private arbitrators from the W.E.R.C. Either party may reject the entire list and ask for a second (2nd) list to be furnished. However, neither party may reject more than one (1) list. When a list is agreed upon, the parties shall then alternately strike names from the list, commencing with the party which wins a coin toss. The last person remaining upon such list shall be the arbitrator.

b. Each grievance shall be submitted to a separate arbitrator.

c. The decision and award of the arbitrator shall be in writing and shall set forth his opinions and conclusions on the issues submitted to him.

d. The decision and award of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both parties will abide by it.

e. The arbitrator shall determine whether there has been a violation of an express provision of this Agreement but shall have no power to add to, subtract from, modify, or amend this Agreement.

f. The cost of arbitration shall be shared equally by the Board and Union. Any additional costs for witnesses, transcripts, or counsel shall be borne by the requesting party.

Article V — Salaries and Professional Growth(17)

Section 1. Salary Schedule

a) The 1972 salary schedule includes an increase of five and one-half percent (5.5%) for the period of January 1, 1972, through December 31, 1972, as indicated in Appendix B.

The salary schedule for the period of January 1, 1973, through June 30, 1973, includes an additional increase of two and one-half percent (2.5%), as indicated in Appendix B-1.

b) A teacher in steps 1-13, who has fulfilled cyclical requirements for certification purposes and taught the previous full semester, shall advance one step on the salary schedule at the beginning of the 1972-73 school year.

Section 2. Salary Determination

The rules for the determination of classification and step for teachers are attached as Appendices C and D.

Section 3. Certification and Professional Growth(18)

Requirements for original certification and for continued professional growth are set down by the Wisconsin Board of Vocational, Technical and Adult Education in the Wisconsin State Code, A-V Section 1, published October 1, 1968.

Section 4. Salary Reclassification

Salary reclassification, following the completion of requirements for the new class, shall be made effective at the beginning of each semester or summer session, provided the teacher makes a request for reclassification by the fifth (5th) day of the term and furnishes documentation as soon as it is available.

Article VI — Insurance

Section 1. Health

a) The Board agrees to provide and pay the full hospital, medical, and major medical insurance premium for all eligible

(17) Not applicable to MDTA (See Appendix F).

(18) Not applicable to ABE (See Appendix E)

teachers and their dependents as provided by Blue Cross-Blue Shield in group number 7368-1.

b) The Board shall continue to pay health insurance premiums while a teacher is on accumulated sick leave. After a teacher's accumulated sick leave has been exhausted, the Board shall continue premium payments for a period of up to but not exceeding six (6) months. Such teachers may purchase an additional twenty-four (24) months of coverage at group rates.

c) Health insurance shall be continued through the summer recess for those teachers employed for the previous semester.

d) If a teacher is released due to the termination of a program, health insurance coverage will be continued for an additional thirty (30) days. Such teachers may purchase an additional sixty (60) days of coverage at group rates.

Section 2. **Life**

a) The Board agrees to provide and pay the full group life insurance premium for all eligible teachers as provided by the Minnesota Mutual Life Insurance Company under Group Policy No. 3541-G.

b) The Board shall continue to pay life insurance premiums while a teacher is on accumulated sick leave. After a teacher's accumulated sick leave has been exhausted, the Board shall continue premium payments for a period of up to but not exceeding six (6) months. Such teachers may purchase an additional twenty-four (24) months of coverage at group rates. The Company grants a waiver of premium in cases of long-term total disability.

c) Life insurance shall be continued through the summer recess for those teachers employed for the previous semester.

d) If a teacher is released due to the termination of a program, life insurance

coverage will be continued for an additional thirty (30) days. Such teachers may purchase an additional sixty (60) days of coverage at group rates.

Article VII — Pension

The Board shall pay four and one-half percent (4½%) of the teacher's salary as part of the teacher's contribution to the Wisconsin State Teachers Retirement System.

Article VIII — Leaves of Absence

Section 1. **Sick Leave**

a) **Computation and Accumulation**(19)

(1) All full-time teachers shall earn fifteen (15) days of sick leave credit per year, with maximum full-time accumulation up to 150 days and with unlimited accumulation of one-half (½) day of sick leave for each accumulated full day unused over 150 days. Teachers employed after the beginning of the school year shall be credited with a proportionate amount based upon one and one-half (1½) days of sick leave per each remaining school month.

(2) Part-time day school teachers with a fifty percent (50%) teaching load or greater shall earn sick leave credit on a prorated basis.

b) **Use**

Each teacher has the right to use his annual sick leave for personal illness or excused absences for personal and compelling reasons. For example, such leaves might be to attend the funeral of a close friend, for graduation of a member of the immediate family, or for other similar occasions.

c) **Reports**

Requests for the use of sick leave shall

(19) Not applicable to ABE, HSC, and MDTA (See Appendices E, F, and G)

be on forms provided by the Board. In any case other than personal illness, the employee must file a written request with the immediate supervisor and receive his approval in advance of the absence, whenever possible. Requests of a confidential nature may be discussed with the immediate supervisor. If approved by the immediate supervisor, the teacher will not be required to state in writing the detailed nature of the request.

(j) **Notification of Accumulation**

Each teacher will be informed of the status, as of August 31st, of accumulated sick leave by November 1st of each year.

Section 2. **Sabbatical Leave**(20)

Whenever a teacher desires leave to continue his professional studies and improve himself as a teacher, he may be granted sabbatical leave under the following conditions:

a) He must give a semester's notice in writing to his immediate supervisor of his request for such a leave, stating the nature of the program of professional improvement that he contemplates pursuing. However, under extenuating circumstances, this provision may be waived at the discretion of the Campus Director.

b) He must have taught as a full-time day teacher or rendered equivalent professional services at MATC for the previous six (6) consecutive years.

c) He must sign a written agreement to return to serve after his leave is completed and to teach or serve at least one (1) year thereafter or refund his sabbatical leave pay.

d) A leave shall be granted when recommended by the District Director and confirmed by the Board.

(20) Not applicable to ABE and MDTA.

e) Sabbatical leave with pay shall not be granted for less than one (1) semester or more than two (2) semesters.

f) Such leave shall be subject to the following financial arrangements:

(1) The teacher shall be paid at the rate of sixty percent (60%) of his salary including the annual increment.

(2) Earned reclassification shall be granted only upon return from leave.

(3) Salaries shall be paid on the same schedule as that of the regular teaching faculty.

g) Sabbatical leave shall be limited to four (4) teachers per school year.

h) Any teacher seeking to extend his period of study while on leave after his rights under sabbatical leave have been exhausted, shall, by March 15th or October 15th, make application to his immediate supervisor for extended leave without pay. Approval must be obtained as in (d) above.

i) A teacher on paid sabbatical leave shall continue to receive fringe benefits, excluding sick leave, with continuing seniority during the period he is on leave. A teacher on unpaid leave shall have the right to make his own and the Board's regular contribution to all benefits requiring such contributions.

Section 3. **Maternity Leave**(21)

a) Maternity leave will be granted for such period of time as may be medically necessary as established by satisfactory medical evidence, but in any event not to exceed two full semesters. If a teacher is able to resume work during a semester, but no vacancy for which she is qualified then exists, the Campus Director may require that the leave be extended until the be-

(21) See Appendices E, F, and G for ABE, HSCS, and MDTA modifications.

ginning of the next semester. Any such leave shall begin at such time prior to the expected date of delivery as may be medically necessary, as established by satisfactory medical evidence; or as may be required to insure adequate and safe job performance; but no later than four (4) weeks prior to the expected date of delivery. The Campus Director is authorized to make minor adjustments in the above procedures for the convenience of the school.

b) A teacher on maternity leave shall be permitted to make her own and the Board's regular contributions to all benefits requiring such contributions, if the request is submitted in writing before such leave begins.

c) Upon return from maternity leave, a teacher shall be credited for previous satisfactory service toward seniority.

Section 4. **Military Leave**[22]

a) Teachers who enlist, are drafted, or are recalled to extended active military service shall be granted a leave of absence without pay in accordance with the provisions of federal law, state law, and this Agreement.

b) A teacher granted such leave shall upon his return be credited for his previous service in the school and the number of years permitted by law for military service credit if he has not already received this; these years to be used as the basis for placement on the salary schedule and accrued seniority.

c) A teacher who is a member of a reserve component of the Armed Forces, and who is required to enter upon active training duty or required to accept special service during the regular school year, shall be paid the difference between the amount of

(22) Not applicable to ABE and MDTA (See Appendices E and G).

pay he receives from the federal or state government for such duty and his regular earnings, calculated on the basis of his normal daily or weekly salary, but not to exceed four (4) weeks per year.[23]

d) Any teacher returning from extended military service shall be informed of his rights by his immediate supervisor or campus director.

Section 5. **Duty-Incurred Disability Leave**[24]

If a teacher is absent from work due to a duty-incurred disability directly related to his employment, the following shall apply:

a) If this injury is covered by Workmen's Compensation, he shall receive, in addition to the Workmen's Compensation, the difference between his payment and his regular salary for a period not to exceed 150 working days from the first (1st) day following the incident. This shall be in addition to his accumulated sick leave. During this period of time, the teacher's other fringe benefits shall be maintained.

b) In the event this injury is not covered by Workmen's Compensation or is being contested by the Wisconsin Department of Industry, Labor and Human Relations under the Workmen's Compensation Law, the teacher shall still be covered for full salary for a period of time not to exceed 150 days. This shall be in addition to his accumulated sick leave as in section (a) above.

c) In order to be eligible for this benefit, the teacher shall promptly report the incident to his immediate supervisor.

d) If a teacher is finally adjudged guilty of a criminal charge or has judgment en-

(23) Not applicable to HSCS.

(24) Not applicable to ABE and MDTA (See Appendices E and G).

tered against him in a civil case as related to the incident, the Board has no further responsibility for pay or loss of accumulated leave.

Section 6. **Professional Leave**[25]

a) **Definition**

Professional leave shall be defined as leave granted for attendance at conferences, conventions, workshops, institutes, and other similar meetings which are related directly to the improvement of the teacher and his department or division.

b) **Allowance**

Five (5) days of professional leave shall be granted during the calendar year with approval of the immediate supervisor.

c) **Request and Approval**

A teacher shall submit a request to his immediate supervisor thirty (30) days in advance of the meeting if possible. The supervisor shall approve such requests based on departmental needs.

d) **Classroom Arrangements**

A teacher going on professional leave shall provide a plan for the continuity of his instructional program.

e) **Reports**

Teachers granted professional leave shall share their experiences with their divisions or departments at the earliest possible time following the leave.

Section 7. **Called Conferences**

a) **Definition**

A meeting called by a state or federal agency, or a meeting where attendance is requested by the Campus Director.

b) **Approval**

The campus director approves such leaves.

(25) Not applicable to MDTA.

c) **Salary Continuation and Expenses**

The Campus Director may approve salary and or appropriate expenses.

d) **Reports**

A teacher who has attended a called conference may be required by his supervisor to prepare a written summary of the meeting and upon return may be required to relate his experiences to his department or division.

Section 8. **Union Leave**

The Board shall make available to the Union a total of ten (10) days annually for business which is mutually determined by the president of the Union and the District Director to be beneficial to the Union and the Board. Such teacher time includes but is not limited to appearances at legislative hearings, service on study committees outside the regular responsibility of the school, and representation on civic commissions where the scheduled meetings occur during the regular school day.

Section 9. **Other Leaves Without Pay**[26]

a) Upon request, a teacher may be granted leave without pay, when recommended by the Campus Director and approved by the District Director and Board, for the following purposes:

(1) **Civic Participation Leave.** Such leave includes election or appointment to a position of public responsibility.

(2) **Labor or Organizational Leave.** Such leave includes election or appointment to perform service as a representative of a local, state, or national labor or professional organization.

(3) **Industrial Leave.** Such leave includes a period wherein the teacher wishes to acquire experience and knowledge in

(26) Not applicable to ABE, HSCS, and MDTA.

his field as an employee in private or public employment.

(4) **Humanitarian Service Leave.** Such leave to include Peace Corps, VISTA, etc.

(5) **Additional Leaves.** Such leaves, for good and sufficient reasons, may be granted at the discretion of the Campus Director. If such leave extends beyond five (5) days it must be approved by the District Director and the Board.

b) The period of time for which such leaves are granted shall not exceed two (2) years or one (1) term of office.

c) A teacher on such leave shall, if he so desires, be permitted to make his own and the Board's regular contributions to all benefits requiring such contributions.

d) A teacher's prior teaching credit and seniority rights shall be retained and applied upon return to his teaching position in the school.

Section 10. **Return After Leave**

a) Teachers returning from an extended leave shall be restored to the status they held at the time the leave was granted unless additional education and experience shall entitle them to improved status.

b) A certificate of health from a physician shall be required upon return from sick leave, maternity leave, military leave, or duty-incurred disability leave.(27)

Article IX — Teacher Files and Evaluation

Section 1. **Teacher Files**

a) The teacher shall have the right to examine the contents of his personnel file. All materials, except credentials from colleges and inquiries and reference letters, shall be available to the teacher and, upon

(27) Not applicable to MDTA (See Appendix G).

the written authorization of the teacher, to representatives of the Union.

b) The teacher shall have the right to answer or qualify such material or report filed, and said answer shall be attached to the material in the file.

c) The teacher shall be permitted to have included in his file any material which he feels is pertinent to his professional career, performance as a teacher, and personal qualifications.

d) No record that a teacher has participated in a grievance shall be filed in the teacher's personnel or confidential file.

Section 2. **Teacher Evaluation**

a) Teacher evaluation procedures are recognized to be a cooperative effort between the teacher and his immediate supervisor with the express purpose of achieving excellence in the area of effective and purposeful classroom instruction.

b) To achieve these results the following steps shall be initiated:

(1) Each teacher shall receive a copy of his evaluation at the time it is made.

(2) In the case of an unsatisfactory evaluation, a conference between the teacher and the immediate supervisor shall be initiated immediately by the supervisor.

(3) In the case of an unsatisfactory report, the teacher shall have the right to submit his written comments to be forwarded to the campus director with his supervisor's report. At the teacher's request copies of his comments shall be placed with the supervisor's report in the personnel file.

(4) It shall be the responsibility of the supervisor to assist the teacher in his development in every reasonable way.

(5) The intercommunication system shall

not be used for observation or evaluation of teachers.

Article X — Academic Freedom

Section 1. Within MATC

The spirit of this institution, developed and sponsored under progressive administrative and teacher leadership, encourages the teaching, investigating, and publishing of findings in an atmosphere of freedom and confidence which shall continue to be upheld by the Board. We believe that when students are exposed to a variety of opinions and belief, greater knowledge and maturity of judgment occur.

Section 2. Outside of MATC

When the teacher speaks or writes as a citizen outside of school, he shall be free from administrative and institutional censorship and discipline. However, the teacher has the responsibility to clarify the fact that he speaks as an individual and not as a member of the faculty of this school.

Article XI — [illegible]

Publication Rights, Inventions, and Patents

Section 1. Board Rights

a) Materials or devices created as part of the officially assigned teacher responsibility shall be the property of the Board.

b) The Board shall patent or copyright all such materials or devices in its own name; however, such items shall bear the name(s) of the creator(s).

c) All profits from the production of said material or device shall be returned by the publisher or agent to the school.

d) In order to stimulate such creations:

(1) Fifty percent (50%) of the profits shall be distributed and returned to the innovator(s) and producer(s) of the material or devices.

(2) The remaining fifty percent (50%) shall be placed in a research fund by the Board.

Section 2. Teacher Rights

When the materials or devices are created by an individual teacher on his own time, the following provisions shall apply:

a) Any written material or patentable projects in the development form may be prepared at school expense and sold through the Bookstore at the cost of production and handling if used in MATC classes.

b) Such materials may be sold by MATC at cost to other Wisconsin vocational schools. However, such schools shall not have any reproduction rights.

c) The copyright and royalties are the property of the individual if the material has been created solely at the author's expense on his own time.

Article XII — Fair Practices

The Board and Union recognize that it is the established policy of both parties that they shall not discriminate against any employee on the basis of race, creed, national origin, sex, political affiliation, or membership in or association with any employee organization, in compliance with Wisconsin statutes.

The Board shall agree that, where women are concerned, the principle of equality of treatment shall be maintained in compliance with Wisconsin statutes.

Article XIII — Safety and Health

The Board shall make reasonable provisions for the safety and health of its teachers while in the pursuit of their duties. All teachers are expected to cooperate to the best of their ability in the prevention of accidents to themselves, fellow employees, and students.

Article XIV — Union Activities

Section 1. **Bulletin Boards**

There shall be provided an appropriate bulletin board(s) at each campus center. Its use shall be limited to official Union business and announcements.

Section 2. **Collective Bargaining Committees**

a) Each bargaining committee shall limit the number in attendance at bargaining sessions to a maximum of six (6) members. However, a reasonable number of consultants shall be allowed to assist in negotiating sessions.

b) Up to six (6) members of the bargaining committee of the Union shall be extended released time to participate in negotiations when such sessions are scheduled during the regular school day.

Section 3. **Meetings**

Regular meetings of the entire membership or of sectional areas may be held on the school premises. Rooms may be made available to the Union on a "space available" basis for these purposes, provided previous arrangements with appropriate personnel have been made with regard to such reserved space, serving of refreshments, and other related activities.

Section 4. **Mailboxes**

The Union shall have the right to use the school mailboxes for the purpose of communicating with teachers regarding Union and related activities.

Section 5. **Dues Check-off**

The Board shall, without charge, deduct Union dues and special assessments from the salary of each employee who authorizes such deductions by signing an appropriate form. Dues deduction may be terminated by the teacher's giving sixty (60) days' written

notice to the Union or upon termination of employment.

Article XV — Fair Share Agreement

Section 1. **Membership**

Membership in the Union is not compulsory. An employee may join the Union and maintain membership therein consistent with its constitution and bylaws. No employee will be denied membership because of race, color, creed, or sex. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Union has denied an employee membership because of race, color, creed, or sex.

Section 2. **Representation and Fair Share**

The Union will represent all of the employees in the bargaining unit, members and non-members, fairly and equally, and therefore all such employees shall pay their proportionate share of the costs of the collective bargaining process and contract administration by paying an amount to the Union equivalent to the uniform dues required of members of the Union.

Section 3. **Fair Share Deduction**

The Board agrees to deduct the amount of dues certified by the Union as the amount uniformly required of its members from the earnings of the employees affected by this agreement and pay the amount so deducted to the Union on or before the end of the month in which deduction is made.

Section 4. **Referendum**

This Article shall become effective January 1, 1973, provided that it shall first have been approved by a referendum to be conducted after November 30, 1972, by, and under the rules of, the Wisconsin Employment Relations Commission and in ac-

cordance with the majority voting requirement applicable to a referendum under Section 111.70(2) Wisconsin Statutes, 1971.

ARTICLE XVI — Saving Clause

If any provision of this Agreement is or shall at any time be contrary to law or the rulings of Federal or State agencies, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision of the Agreement is or shall be at any time contrary to law, all other provisions shall continue to be in effect. The articles in this Agreement supersede and override items in individual agreements, contracts, or teacher manuals.

The Board agrees that it will make no changes which are in conflict with this Agreement, in existing policies.

Article XVII — Termination and Modification Procedures

Section 1. **Notification**

At any time after November 1, 1972, and prior to December 1, 1972, either party may give written notice of its intentions to open negotiations for a new Agreement.

Section 2. **Negotiations**

Negotiations for the subsequent Agreement will commence no later than January 15, 1973, at which time the Union proposals shall be submitted in writing. It is the intent of both parties to arrive at an agreement by May 1, 1973, in order that the Board may budget accordingly.

Section 3. **Amendments**

This Agreement can be altered during its term only by mutual consent of the parties. Such amendments shall be in writing and subject to the same ratification procedures as this Agreement.

Article XVIII — Term

In accordance with Wisconsin statute, this Agreement shall be binding on both parties from January 1, 1972, to June 30, 1973, and may be renewed by mutual consent of both parties after the expiration date.

Dated this 17th day of March, 1972.

American Federation of Teachers Local 212, WFT, AFL-CIO

Carston C. Koeller, President, Local 212

Robert L. Way, Vice President, Local 212

William K. Thomas, Chairman, Bargaining Committee, Local 212

District 9 Area Board of Vocational, Technical and Adult Education

Ralph E. Bowes, Board Chairman

William L. Ramsey, District Director

Carlton A. Ericksen, Assistant District Director — Employee Relations

APPENDIX A

1972 Calendar (28) (29)

Semester II

M	T	W	Th	F
		January		
3	4	5	6	7
10	11	12	13	(14)
17	18	19	20	21
24	25	26	27	(28)
31				
		February		
	1	2	3	4
7	8	9	10	(11)
14	15	16	17	18
21	22	23	24	(25)
28	29			
		March		
		1	2	3
6	7	8	9	(10)
13	14	15	16	17
20	21	22	23	(24)
27	28	29	30	31
		April		
3	4	5	6	(7)
10	11	12	13	14
17	18	19	20	(21)
24	25	26	27	28
		May		
1	2	3	4	(5)
8	9	10	11	12
15	16	17	18	(19)
22	23	24	25	26
29	30	31		
		June		
			1	2
5	(6)			

Semester I

M	T	W	Th	F
		August		
		30	31	
		September		
				1
4	5	6	7	(8)
11	12	13	14	15
18	19	20	21	(22)
25	26	27	28	29
		October		
2	3	4	5	(6)
9	10	11	12	13
16	17	18	19	(20)
23	24	25	26	27
30	31			
		November		
		1	2	(3)
6	7	8	9	10
13	14	15	16	(17)
20	21	22	23	24
27	28	29	30	
		December		
				(1)
4	5	6	7	8
11	12	13	14	(15)
18	19	20	21	22
25	26	27	28	(29)

Legend: (28) Paid Holidays*
— Non student contact days
Recess days - not counted as part of 190 days
( ) Paydays**

* Subject to change in state legislation

** When a payday falls on a holiday or recess day checks will be mailed to the employee's home address unless other arrangements have been made in advance with the Comptroller's Office

(28) Not applicable to ABE and MDTA

(29) See Appendix F (Article III, Sec. 16) for HSCS clarification

APPENDIX A-1

1972-73 190 Day Calendar (30) (31)

Semester I

M	T	W	Th	F
		August		
		30	31	
		September		
				1
4	5	6	7	(8)
11	12	13	14	15
18	19	20	21	(22)
25	26	27	28	29
		October		
2	3	4	5	(6)
9	10	11	12	13
16	17	18	19	(20)
23	24	25	26	27
30	31			
		November		
		1	2	(3)
6	7	8	9	10
13	14	15	16	(17)
20	21	22	23	24
27	28	29	30	
		December		
				(1)
4	5	6	7	8
11	12	13	14	(15)
18	19	20	21	22
25	26	27	28	(29)
		January		
1	2	3	4	5
8	9	10	11	(12)
15	16	17	18	19

Semester II

M	T	W	Th	F
22	23	24	25	(26)
29	30			
		February		
			1	2
5	6	7	8	(9)
12	13	14	15	16
19	20	21	22	(23)
26	27	28		
		March		
			1	2
5	6	7	8	(9)
12	13	14	15	16
19	20	21	22	(23)
26	27	28	29	30
		April		
2	3	4	5	(6)
9	10	11	12	13
16	17	18	19	(20)
23	24	25	26	
30				
		May		
	1	2	3	(4)
7	8	9	10	11
14	15	16	17	(18)
21	22	23	24	25
28	29	30	31	
		June		
4	5	6	7	

Legend: (26) Paid Holidays*
— Non student contact days
Recess days - not counted as part of 190 days
( ) Paydays**

* Subject to change in state legislation

** When a payday falls on a holiday or recess day checks will be mailed to the employee's home address unless other arrangements have been made in advance with the Comptroller's Office

(30) Not applicable to ABE and MDTA

(31) See Appendix F (Article III, Sec. 16) for HSCS clarification

Appendix B — Teachers' Salary Schedule — Class and Step Rates for 1972[32]

CLASSES	STEPS and RATES						
	1	2	3	4	5	6	7
Class I	9,138	9,578	10,018	10,458	10,898	11,338	11,778
Class II	9,578	10,018	10,458	10,898	11,338	11,778	12,218
Class III	10,018	10,458	10,898	11,338	11,778	12,218	12,658
Class IV	10,458	10,898	11,338	11,778	12,218	12,658	13,098
Class V	10,898	11,338	11,778	12,218	12,658	13,098	13,538
	8	9	10	11	12	13	14
Class I	12,218	12,658	13,098	13,538	13,978	14,418	14,858
Class II	12,658	13,098	13,538	13,978	14,418	14,858	15,298
Class III	13,098	13,538	13,978	14,418	14,858	15,298	15,738
Class IV	13,538	13,978	14,418	14,858	15,298	15,738	16,178
Class V	13,978	14,418	14,858	15,298	15,738	16,178	16,618

1. Salaries for teachers below Class I shall be determined by extending the formula on which this salary schedule is based.
2. An earned Ph.D. or Ed.D. in the appropriate field entitles the teacher to $850.00 above Class V after he has qualified for Class V.
3. Teachers will receive their pay bi-weekly in twenty (20) installments (eleven equal pays for the period of January through June and nine equal pays for the period of September through December). However, they may elect to make arrangements to receive twenty-six (26) checks throughout the entire year.

(32) Not applicable to MDTA.

Appendix B-1 — Teachers' Salary Schedule — Class and Step Rates for January 1, 1973, Through June 30, 1973[33]

CLASSES	STEPS and RATES						
	1	2	3	4	5	6	7
Class I	9,366	9,817	10,268	10,719	11,170	11,621	12,072
Class II	9,817	10,268	10,719	11,170	11,621	12,072	12,523
Class III	10,268	10,719	11,170	11,621	12,072	12,523	12,974
Class IV	10,719	11,170	11,621	12,072	12,523	12,974	13,425
Class V	11,170	11,621	12,072	12,523	12,974	13,425	13,876
	8	9	10	11	12	13	14
Class I	12,523	12,974	13,425	13,876	14,327	14,778	15,229
Class II	12,974	13,425	13,876	14,327	14,778	15,229	15,680
Class III	13,425	13,876	14,327	14,778	15,229	15,680	16,131
Class IV	13,876	14,327	14,778	15,229	15,680	16,131	16,582
Class V	14,327	14,778	15,229	15,680	16,131	16,582	17,033

1. Salaries for teachers below Class I shall be determined by extending the formula on which this salary schedule is based.
2. An earned Ph.D. or Ed.D. in the appropriate field entitles the teacher to $850.00 above Class V after he has qualified for Class V.
3. Teachers will receive their pay bi-weekly in twenty (20) installments (eleven equal pays for the period of January through June and nine equal pays for the period of September through December). However, they may elect to make arrangements to receive twenty-six (26) checks throughout the entire year.

(33) Not applicable to MDTA.

Appendix C(34)

Salary Classifications

The minimum requirements and a brief resume of the five (5) salary classes follows:

CLASS I

This classification is for teachers who have an earned Bachelor's Degree. It also includes vocational teachers who are otherwise qualified under the rules of the Wisconsin Board of Vocational, Technical and Adult Education. (Salaries for teachers below Class I shall be determined by extending the formula on which the salary schedule in Appendix B is based.)

CLASS II

This classification is for teachers who have met the requirements of Class I and have earned sixteen (16) additional approved credits.

CLASS III

This classification is for teachers who have met the requirements for Class II and have earned sixteen (16) additional approved credits, or have earned a Master's Degree, or have two (2) earned Bachelor's Degrees, or who have an earned Bachelor's Degree and an additional professional certificate equivalent to a Master's Degree in their discipline or experience, e.g., a commerce teacher who has a B.B.A. Degree and a C.P.A. Certificate.

CLASS IV

This classification is for teachers who have met the requirements for Class III and have earned sixteen (16) additional approved credits.

CLASS V

This classification is for teachers who have met the requirements for Class IV and have earned sixteen (16) additional approved credits, or hold either an LL.B. or J.D. Degree.

An earned Ph.D. or Ed.D. in the appropriate field entitles the teacher to an increment of $850 above Class V after he has qualified for Class V.

(34) Not applicable to MDTA.

Appendix D(35)

Salary Determination
Upon Initial Employment

When a teacher is initially employed he or she is given credit on the salary scale of the appropriate class as follows:

1. For each year of approved teaching or industrial or business experience related to the teaching area, one (1) increment with a maximum of five (5) increments allowable.
2. If the prospective teacher does not have all of the previous experience necessary for five (5) increments above Step 1, military service may be credited not to exceed two (2) years of extended active duty, one (1) increment being allowed for each full year of active duty.
3. The Board recognizes the fact that certain classes of teachers are in especially great demand and those qualified for successful teaching in our institution may be in short supply. Thus the Board authorizes the Campus Director to exercise his judgment in such special cases by adding an increment to the maximum otherwise allowable on initial employment.
4. The letter of appointment of newly hired teachers shall contain the principal factors, i.e., education, teaching experience, and military service, upon which the class and step of the teacher's salary are determined.

(35) Not applicable to MDTA.

Appendix E

ABE MODIFICATIONS

Article III—Hours and Working Conditions

Section 2 WORK DAY

The teacher's regular "on campus" work day shall not span more than nine (9) continuous class hours including the lunch break.

Section 3 WORK WEEK

The teacher's regular work week shall normally be Monday through Friday.

Section 4 SUMMER SCHOOL

Teachers will be considered, if qualified, for summer positions which are unfilled by the regular teaching staff.

Section 10 FAIR DISMISSAL POLICY

A teacher who is being terminated shall have the right to appeal for a hearing before the Campus Director with or without representation.

Section 11 TRANSFER AND TERMINATION

A teacher shall be given consideration when vacancies occur provided his training and experience meet the necessary qualifications.

Section 14 LUNCH PERIOD

All full-time teachers shall be granted a minimum of one-half (½) hour for lunch daily.

Section 16 SCHOOL CALENDAR

Teachers shall be eligible for the same paid holidays as regular teachers.

Section 17 SUBSTITUTE TEACHING

a) ABE teachers who substitute shall be paid as follows:
   1. During preparation time at the rate of $5.25 per class hour.
   2. Outside regular "on campus" time at $6.40 per class hour.

b) Regular teachers who substitute in an ABE program shall be paid as follows:

   1. During preparation time at the rate of $5.25 per class hour.
   2. Outside the regular school year:
      (a) Short term of from 1 to 10 days at the rate of $6.40 per class hour.
      (b) Long term of more than 10 days will follow the Class and Step Salary Schedule.

Section 18 SENIORITY

Seniority within the ABE program shall be determined by date of original appointment.

Article V—Salaries and Professional Growth

Section 3 CERTIFICATION AND PROFESSIONAL GROWTH

Teachers shall meet the State ABE certification requirements.

Article VIII—Leaves of Absence

Section 1a COMPUTATION AND ACCUMULATION

a) Teachers shall earn sick leave credit at the rate of one and one-fourth (1¼) days per month for the term of the contract. Sick leave credit shall not accumulate from one contract to another contract.

b) Beginning July 1, 1972, the teacher's accumulated sick leave days will remain in his account and will not be used until after he has used up his current contract's sick leave days.

Section 3 MATERNITY LEAVE

The maternity leave shall terminate upon expiration of the teacher's contractual period of employment.

Section 4 MILITARY LEAVE

Federal and State laws will apply.

Section 5 DUTY-INCURRED DISABILITY LEAVE

The teacher shall be covered by the provisions of Workmen's Compensation.

APPENDIX F
HSCS MODIFICATIONS

Teachers who were transferred from the former Continuation School to the HSCS program will be covered by the conditions of the regular Agreement, and are not subject to this Appendix, except for Section 16 (School Calendar), and Section 18 (Seniority).

Article II—Hours and Working Conditions

Section 4—SUMMER SCHOOL

Teachers will be treated the same as the regular employed teachers for teaching positions in the summer session.

Section 10—FAIR DISMISSAL POLICY

a) A teacher with less than three (3) years of service, who is being terminated, shall have the right to appeal for a hearing before the Campus Director with or without representation.

b) A teacher with three (3) or more years of service shall not be dismissed, suspended, discharged, or denied re-appointment except for just cause. Such actions against any teacher shall follow these specific procedures:

(1) The teacher shall be notified in writing stating cause for such action with a copy to the Union.

(2) A teacher shall be entitled to a hearing, with Union representation, before the Board within thirty (30) days of receipt of the notification.

(3) If the teacher or the Union is not satisfied that fair and equitable procedures have been followed or feels that the decision was not entirely an impartial judgment, the teacher or the Union shall have the right to appeal the decision to arbitration in accordance with the final step of the grievance procedure as prescribed in this Agreement.

Section 11—TRANSFER AND TERMINATION

d) Terminations made because of decreased teacher load due to decreased student enrollment or other similar causes shall be based on seniority.

e) Teachers terminated involuntarily in accordance with (d) above shall have the right to return to their original campus division or department as positions occur, in reverse of the order in which they were terminated.

Section 16—SCHOOL CALENDAR

Changes in the MATC school calendar may be made to accommodate high schools with conflicting calendars. The teachers involved and the Union shall be informed of such changes.

Section 18—SENIORITY

a) Seniority within the HSCS program shall be determined by date of original appointment.

b) The seniority of teachers in this division shall include all seniority and benefits accrued in the former Continuation School.

Article VIII—Leaves of Absence

Section 1a—COMPUTATION AND ACCUMULATION

Teachers shall earn sick leave credit at the rate of one and one-half (1½) days per month for the term of the contract. Sick leave credit shall accumulate from one contract to another contract.

Section 3—MATERNITY LEAVE

The maternity leave shall terminate upon expiration of the teacher's contractual period of employment.

Appendix A—1972 Calendar

See Appendix F (Article III, Sec. 16) for HSCS clarification.

Appendix A-1—1972-73 Calendar

See Appendix F (Article III, Sec. 16) for HSCS clarification.

APPENDIX G
MDTA MODIFICATIONS

Article III—Hours and Working Conditions

Section 2 WORK DAY

a) The teacher's regular "on campus" work day shall not span more than nine (9) continuous class hours including the lunch break.

b) Preparation time of ten percent (10%) of the teacher's class hours will be added to the work day. This would be additional "on campus" time unless the teacher has a forty (40) hour per week load, in which case special arrangement will be made with the MDTA administrator.

Section 3 WORK WEEK

a) The teacher's regular work week shall normally be Monday through Friday.

b) The teacher's regular work week shall normally be a maximum of thirty (30) class hours. Additional class hours may be scheduled if:

(1) The teacher requests additional class hours and such hours can be provided.

(2) The MDTA administrator needs to assign additional time due to an unusual situation (sick leave, vacation, unavailability of a qualified teacher, etc.).

Section 4 SUMMER SCHOOL

Teachers will be considered, if qualified, for summer positions which are unfilled by the regular teaching staff.

Section 10 FAIR DISMISSAL POLICY

A teacher who is being terminated shall have the right to appeal for a hearing before the Campus Director with or without representation.

Section 11 TRANSFER AND TERMINATION

A teacher shall be given consideration when vacancies occur provided his training and experience meet the necessary qualifications.

Section 14 LUNCH PERIOD

All full-time teachers shall be granted a minimum of one-half (½) hour for lunch daily.

Section 16 SCHOOL CALENDAR

Teachers will receive the following six (6) paid holidays providing the holiday falls within the inclusive dates of the contract:

Good Friday
Memorial Day
Labor Day
Thanksgiving
Day After Thanksgiving
Independence Day

Section 17 SUBSTITUTE TEACHING

a) MDTA teachers who substitute shall be paid as follows:
   (1) During preparation time at the rate of $5.25 per class hour.
   (2) Outside regular "on campus" time at the teacher's hourly rate.

b) Regular teachers who substitute in an MDTA program shall be paid as follows:
   (1) During preparation time at the rate of $5.25 per class hour.
   (2) Outside the regular school year:
      (a) Short term of from 1 to 10 days at the rate of $6.40 per class hour.
      (b) Long term of more than 10 days will follow the MDTA salary schedule.

Section 18 SENIORITY

Seniority within the MDTA program shall be determined by date of original appointment.

Article V—Salaries and Professional Growth

a) Teacher's salaries shall be based upon years of teaching and or related work experience according to the following schedules:

1972

$6.86 per class hour for the teacher's first year of experience.
$7.39 per class hour for the teacher's second year of experience.
$7.91 per class hour for the teacher's third year of experience.
$8.44 per class hour for the teacher's fourth year of experience.
$8.97 per class hour for the teacher's fifth year of experience.
$9.50 per class hour for the teacher's sixth year or more of experience.

1973 (January through June)

$7.03 per class hour for the teacher's first year of experience.
$7.57 per class hour for the teacher's second year of experience.
$8.11 per class hour for the teacher's third year of experience.
$8.65 per class hour for the teacher's fourth year of experience.
$9.19 per class hour for the teacher's fifth year of experience.
$9.74 per class hour for the teacher's sixth year or more of experience.

b) A teacher who does not meet the bachelor's degree or equivalency shall start at $6.33 per class hour in 1972 and $6.49 per class hour in 1973 (January through June).

c) Teachers shall meet the State MDTA certification requirements.

Article VIII—Leaves of Absence

Section 1a—COMPUTATION AND ACCUMULATION

Teachers shall earn sick leave credit at

the rate of one (1) day per month for the term of the contract. Sick leave credit shall not be accumulated from one contract to another contract.

Section 3—MATERNITY LEAVE

The maternity leave shall terminate upon expiration of the teacher's contractual period of employment.

Section 4—MILITARY LEAVE

Federal and State laws will apply.

Section 5—DUTY-INCURRED DISABILITY LEAVE

The teacher shall be covered by the provisions of Workmen's Compensation.

Section 10b—RETURN AFTER LEAVE

A certificate of health from a physician shall be required upon return from sick leave or maternity leave.